

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 69	
2. CONTRACT NO.		3. SOLICITATION NO. N65540-04-R-0001		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 13 Oct 2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3351, ELIZABETH J. YOUSE 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403			CODE N65540	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE  TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SEE BLOCK 7</u> until <u>14 30</u> local time <u>17 Nov 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ELIZABETH J. YOUSE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-7768		C. E-MAIL ADDRESS YouseEJ@nswccd.navy.mil	
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	UNIT	
0001	CPFF - Engineering, Technical and Logistics Support for SHIPALT/MACHALT programs for hull, mechanical, electrical and electronic ship systems	Lot	
		EST COST	\$ _____
		FIXED FEE	\$ _____
		TOTAL EST COST + FEE	\$ _____

ITEM NO	SUPPLIES/SERVICES	UNIT	
0002	Other Direct Costs in support of CLIN 0001, including travel, material, miscellaneous subcontracting and computer support (total includes all applicable indirect costs such as G&A and material handling fee)	Lot	
			*NTE \$21,750,000

ITEM NO	SUPPLIES/SERVICES	UNIT	
0003	Technical Data in accordance with DD Form 1423	Lot	**NSP

\* NTE – Not To Exceed  
 \*\* NSP – Not Separately Priced

**CONTRACT TYPE:** The Carderock Division, Naval Surface Warfare Center, Naval Ship Systems Engineering Station, Philadelphia, PA proposes to award one or more indefinite-delivery, indefinite quantity, cost-plus-fixed-fee type contract(s) providing support services as described in CLIN 0001. The resulting contract(s) will provide for the issuance of orders during the period beginning on the award date and ending 54 months thereafter, with a period of performance beginning on the award date and ending 60 months thereafter. The contract will not contain any options.

**MULTIPLE AWARDS:** As detailed in Section M, award will be made to the offeror(s) whose offer(s) are determined to represent the best value to the Government. As indicated in Clause 52.216-28, the Government intends to award multiple contracts under this Solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

**LEVEL OF EFFORT :**

(a) The total level of effort required under the proposed contract(s) is estimated to be 2,478,840 hours of direct labor over a five-year period. Direct hours include subcontracted labor hours, but do not include holiday, sick leave, vacation and other absence hours.

(b) For purposes of preparing a cost proposal, the offeror should assume that the following number and mix of labor hours will be required:

LABOR CATEGORY	LABOR HOURS					
	YR 1	YR 2	YR 3	YR 4	YR 5	TOTAL
Program Manager*	4,160	4,160	4,160	4,160	4,160	20,800
Senior Engineer*	16,640	16,640	16,640	16,640	16,640	83,200
Engineer	24,960	24,960	24,960	24,960	24,960	124,800
Naval Architect	4,000	4,000	4,000	4,000	4,000	20,000
Project Engineer*	8,320	8,320	8,320	8,320	8,320	41,600
Senior Engineering Technician*	36,160	36,160	36,160	36,160	36,160	180,800
Engineering Technician	54,240	54,240	54,240	54,240	54,240	271,200
Logistician	8,000	8,000	8,000	8,000	8,000	40,000
Planner/Estimator	8,877	8,877	8,877	8,877	8,877	44,385
Quality Assurance Specialist*	10,077	10,077	10,077	10,077	10,077	50,385
Technical Illustrator	10,800	10,800	10,800	10,800	10,800	54,000
Technical Writer	10,960	10,960	10,960	10,960	10,960	54,800
Engineering Aide/Typist	19,200	19,200	19,200	19,200	19,200	96,000
Engineering Aide/Typist (OT)	960	960	960	960	960	4,800
Marine Equipment Mechanic	18,560	18,560	18,560	18,560	18,560	92,800
Marine Equipment Mechanic (OT)	2,784	2,784	2,784	2,784	2,784	13,920
HVAC Technician*	18,560	18,560	18,560	18,560	18,560	92,800
HVAC Technician* (OT)	2,784	2,784	2,784	2,784	2,784	13,920
Shipfitter/Welder/Burner	51,200	51,200	51,200	51,200	51,200	256,000
Shipfitter/Welder/Burner (OT)	7,680	7,680	7,680	7,680	7,680	38,400
Pipefitter/Brazier	43,080	43,080	43,080	43,080	43,080	215,400
Pipefitter/Brazier (OT)	6,462	6,462	6,462	6,462	6,462	32,310
Marine Electrician	39,600	39,600	39,600	39,600	39,600	198,000
Marine Electrician (OT)	5,940	5,940	5,940	5,940	5,940	29,700
Site Foreman*	20,800	20,800	20,800	20,800	20,800	104,000
Site Foreman *(OT)	3,120	3,120	3,120	3,120	3,120	15,600
Machinist	34,800	34,800	34,800	34,800	34,800	174,000
Machinist (OT)	5,220	5,220	5,220	5,220	5,220	26,100
Systems Engineer	1,881	1,881	1,881	1,881	1,881	9,405
Systems/Program Analyst	5,000	5,000	5,000	5,000	5,000	25,000
Programmer	5,162	5,162	5,162	5,162	5,162	25,810
CAD/CAM Operator	2,101	2,101	2,101	2,101	2,101	10,505
Maintenance Trades Helper	3,200	3,200	3,200	3,200	3,200	16,000
Maintenance Trades Helper (OT)	480	480	480	480	480	2,400
<b>TOTAL DIRECT LABOR</b>	<b>495,768</b>	<b>495,768</b>	<b>495,768</b>	<b>495,768</b>	<b>495,768</b>	<b>2,478,840</b>

\* denotes Key Personnel

(c) Offerors are advised that the hours listed above are estimates only and that the actual hours to be ordered will depend on the level of effort required under orders placed in accordance with Clause 52.216-22 entitled "Indefinite Quantity." The maximum value of the services that can be required of an awardee will be designated in the awarded contract as the not-to-exceed ceiling price. The minimum value of services (including cost plus fixed fee) that must be ordered from each awardee will be \$250,000. It should be understood that the actual number of labor hours expended per month and per contract year under the proposed contract will fluctuate as required by the technical objectives set forth in individual delivery orders.

(d) The estimated allocation of the total labor effort required among the labor categories reflected in paragraph (b) above should be regarded as estimates only. Accordingly, in the performance of any delivery order, the contractor will be allowed to adjust the allocation of labor hours among the various labor categories as required to accomplish the technical objectives of the delivery order, provided that such adjustment does not cause the ceiling dollar amount for the delivery order to be exceeded.

(e) CLIN 0002 is meant to include all direct cost items incurred in the performance of contract objectives, other than labor costs. These costs items will include, but are not limited to, travel, incidental supplies, miscellaneous subcontracting and computer support. The contractor shall be reimbursed for costs considered to be allowable, allocable and reasonable as "other direct costs" by the cognizant Defense Contract Audit Agency auditor, consistent with the principles in FAR Part 32. Amounts to be reimbursed under CLIN 0002 may include applicable G&A or material handling expense, but no fee shall be paid on the costs incurred under CLIN 0002.

(f) For purposes of submitting offers only, the offeror shall use the following assumptions as to locations of performance of the required services:

Bremerton, WA	5%
Mayport, FL	15%
Norfolk, VA	30%
Pearl Harbor, HI	10%
Philadelphia, PA	15%
San Diego, CA	25%

(g) For purposes of preparing their proposals only, offerors may assume a contract effective date of 01-July-2004.

**SUBMISSION OF OFFERS:** As detailed in Section L of this solicitation, offerors are required to submit both a technical and a cost proposal as part of their offer. Offerors who are large business concerns are additionally required to submit a proposed Subcontracting Plan in accordance with Clauses 52.219-9 entitled "Small Business Subcontracting Plan (JAN 2002)" and 52.219-7003 entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (APR 1996)." Offerors are advised of the requirements contained in Clauses 52.219-8, entitled "Utilization of Small Business Concerns (OCT 2000)," 52.244-2 entitled "Subcontracts (AUG 1998) Alternate I (AUG 1998)" and 52.244-5 entitled "Competition in Subcontracting (DEC 1996)" concerning proposed subcontracting. Offerors are required to furnish all applicable information required by Clause 52.244-2, entitled "Subcontracts (AUG 1998) Alternate I (AUG 1998), as part of their offer. Failure to comply with the instructions set forth in Section L of this Solicitation or to provide all information requested may result in rejection of the offer.

## SECTION C – DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

The contractor shall furnish services to the Naval Surface Warfare Center, Carderock Division (NSWCCD-SSES) in support of ship alteration (SHIPALT) and machinery alteration (MACHALT) programs for hull, mechanical, electrical and electronic ship systems of the Atlantic and Pacific fleets.

### I. BACKGROUND AND GENERAL SCOPE

NSWCCD-SSES participates in the development and execution of various tasks related to modifications of and alterations to ship systems. These tasks encompass all phases of the alteration process, from conceptual design, through prototype and proof-in installations to the production phase. The prototype is the full-scale, functional model of a new design, type or application. The goal of the prototype phase is to prove the functionality of the initial conceptual design and to assess configuration, producibility and performance. Prototypes are “one of a kind” installed on one ship or test facility. Proof-in installations tailor the general parameters of a successful prototype into ship class specific applications. This may necessitate significant changes in installation methods and requires development of ship class specific support documentation. Production installations are the final phase of the alteration process and should integrate all lessons learned from prior steps into a working installation package integrated into the applicable ships.

The contractor will be required to provide a full spectrum of engineering, technical and logistics support services for development and implementation of SHIPALTS and MACHALTS to vessels of the U.S. Navy and other Federal agencies. The type and level of detail of support will vary depending upon particular program requirements.

Under Contract Item 0001, the contractor shall provide engineering, technical and logistics support services in accordance with delivery/task orders placed under this line item. Under Contract Item 0002, the contractor shall provide other direct cost items as required to successfully perform contract objectives. These cost items shall include, but are not limited to, travel, incidental supplies, miscellaneous subcontracting and computer support. All items to be reimbursed under Item 0002 must be properly incurred direct charges to an order under the contract. Only those costs considered allowable, allocable and reasonable as “other direct costs” by the cognizant Defense Contract Audit Agency auditor will be paid by the Government.

### II. FUNCTIONAL AREAS

The contractor will be required to accomplish specific objectives set forth in the orders issued under the contract. The tasks specified in the delivery/task orders will consist of performing or supporting the following functions:

#### A. ENGINEERING/TECHNICAL SUPPORT

##### 1. Development of alterations:

- (a) Identify and resolve compatibility issues with other ships systems or subsystems raised by proposed alterations
- (b) Prepare procedures for the integration of alteration programs, including identifying and defining interfaces and relationships between the alteration programs and other DOD systems and subsystems.
- (c) Conduct technical research pertinent to the development and installation of alterations.
- (d) Propose design alterations based on research and test results.

- (e) Develop testing methods for alterations.
- (f) Design prototype, proof-in and production installations and revise designs to implement improvements and technical changes.
- (g) Develop and implement a NSWCCD-SSES approved Quality Assurance Program for alterations.

## 2. Fabrication, Installation and Testing of Alterations:

- (a) Fabricate and/or kit procurement of prototype, proof-in and production alterations.
- (b) Install prototype, proof-in and production alterations using skilled labor.
- (c) Evaluate performance, conduct operational tests of alterations and review test data.
- (d) Conduct studies to procure data necessary to assemble QA manuals for alterations.
- (e) Perform on-site surveys, assessments, validations and verifications to develop recommendations for improvements or technical changes.
- (f) Test, analyze and make recommendations for changes to prototypes of each applicable ship class; reconfigure, reinstall and retest prototypes.

## 3. Configuration Documentation and Software Systems Support:

- (a) Produce Engineering Change Proposals (ECP) and Ship Alteration Records (SARs).
- (b) Generate Machinery Alteration (MACHALT) Program documentation including ECPs (including preliminary engineering change proposals (PECPs) and formal engineering change proposals (FECPs)) and distribute such documentation to all activities concerned in acceptable format.
- (c) Generate and maintain documentation required in the course of the configuration control board approval process of MACHALTs, including maintenance of a MACHALT documentation retrieval system.
- (d) Conduct research to support development of ECPs (including PECs and FECs) in acceptable format.
- (e) Develop installation instructions and installation drawings.
- (f) Develop approved ILS packages for alterations.
- (g) Document technical reports and studies, including both text and graphic material, to support change proposals.
- (h) Maintain the Machinery Alteration Tracking System and the Machinery Alteration Archive Program.
- (i) Establish and maintain documentation storage and retrieval systems for historical alteration projects.

## 4. Configuration Management Support:

- (a) Assist in the implementation of Alteration Quality Assurance Projects, tasks to include (but not be limited to) developing Quality Assurance (QA) packages for various alterations.
- (b) Assist in formulating overall quality assurance policies.

(c) Conduct quality studies of design, manufacturing, production control, inspection, assembly, test, installation, packaging and shipping for the purpose of assembling data into a QA manual, which meets the NSWCCD-SSES Criteria for quality assurance.

(d) Provide services to support SUBSAFE Installation. (Certified facilities and processes are not required.)

## **B. LOGISTICS SUPPORT**

1. Collect alteration data as necessary to determine technical and schedule impact.
2. Conduct a quality review of the original technical data package for conformance with delivery order specifications.
3. Prepare or revise technical documentation in accordance with task directives and applicable government specifications and standards, to include, but not limited to, Technical Manuals (TM), Interactive Electronic Technical Manuals (IETM), Test Procedures, Allowance Parts List (APL), Planned Maintenance System (PMS), Engineering Operational Sequence System (EOSS) and other OSS including AFOSS, SDOSS, and CATOSS, Technical Repair Standard (TRS), Intermediate Maintenance Standard (IMS), Class Maintenance Plan (CMP), Allowance Equipage List (AEL), Provisioning, Technical Documentation (PTD), and Logistic Support Analyses (LSA).
4. Develop technical data in various formats, including digital format conforming to the Department of Defense Computer-Aided Acquisition and Logistics Support (DOD CALS) Directive. Mark-up digital material in accordance with the Standard Generalized Markup Language (SGML) or Advanced Integrated Maintenance Support System (AMISS).
5. Provide designs detailed to government drawing levels as specified.
6. Support use of the Configuration Data Manager's Database-Open Architecture (CDMD-OA) at the role level of In Service Engineering Agent (ISEA).
7. Develop alteration installation plans and schedules based on NSWCCD-SSES identified criteria.
8. Develop, assemble, stage, distribute, install and maintain alteration documentation and equipment.
9. Develop planning and procedures for alteration of software and hardware elements including kit development, procurement, assembly, staging, distribution and scheduling and participate in the execution of these logistic elements to ensure that the objectives of the established schedule are met.
10. Review for accuracy and develop improvements to Alteration Program installation plans, standards, and specifications.
11. Perform a review of ECPs and installation instructions to ensure that all logistic support requirements that might be impacted by the proposed change have been adequately considered, e.g. spares, tools, test equipment, training, and TM and other documentation changes.
12. Perform a review of alteration kits to ensure that all logistic support requirements that might be impacted by the proposed changes have been adequately considered. Make information obtained available to support recommended corrective action. Review initial proof-in installation kits to ensure the alteration configuration and installation standards are accurate prior to full class installation.
13. Acquire the required material and fabricate, assemble and install the alteration equipment for the prototype, proof-in and production installations.
14. Provide logistic services to assist in the identification and sourcing of material including:

- (a) Screen material requirements to ascertain availability in the Navy Supply System: validate Manufacturer's Part Number and National Stock Number (NSN), and related data; screen Federal Supply Schedules and other Federal sources; and identify those requirements not in the Navy Supply System.
- (b) For material requirements not available in the Navy Supply System: identify commercial sources of supply that meet technical data requirements; provide technical requirements in preparation of Open Purchase documentation; and identify proprietary restrictions appearing on drawings.
- (c) Proof and codify Navy-owned drawings.

15. Provide other logistic support services including participating in meetings, visiting Government field and industry sites, recommending replies to logistic correspondence and participate in inventory reviews of both hardware and software.

### **C. MATERIAL SUPPORT**

1. Contractor will be required to procure, store and stage incidental material identified as IAF in alteration drawings or other documentation (as specified in individual task/delivery orders), as well as other material not specifically called out but inherently necessary to alterations.

- (a) The term "material" includes supplies, material, equipment and hardware. Material shall also include automatic data processing equipment (ADPE) and ADPE services and software, but only to the extent specifically identified individual delivery orders.
- (b) The cost of general business items/expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General business items include, but are not limited to, charges for telephone, cellular telephones, pagers and utilities, purchase or maintenance of typewriters, reproduction machines, word processing equipment, personal computers, cellular telephones, pagers, fax machines and other office equipment and office supplies and services.

2. Developing and installing ship alterations often requires use of final material products and components that are not available commercially or through the Navy Supply System, or are only available in limited quantities. Therefore, the contractor will be required to fabricate items and/or make alterations to certain acquired items, including:

- (a) procure and fabricate general structural components, hardware and special tools;
- (b) procure and fabricate specific ship system components related to current and new configurations;
- (c) procure and fabricate control, monitoring and display components with interconnecting electro-optical, electrical and electronic interconnections and interfaces; and
- (d) provide services common to marine and ship repair facilities (such as gas free engineering, machining, lagging and tooling).

3. The contractor will be required to provide for the transportation of material between the contractor's storage facility and government storage facilities.



### III. FACILITIES/CAPABILITIES

#### Facilities:

1. Facilities are required to have CONFIDENTIAL security clearance and controlled access work areas as specified in the DD254 form attached hereto.

2. The requirement for maintaining the following facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith. Further, the Contractor shall not be entitled to any direct payment in conjunction with any personnel set in readiness at or brought to such facility in preparation or in expectation of work to be performed under the Contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract.

3. The contractor must maintain the following facilities at the following locations:

(a) Philadelphia – Liaison office within 5 miles of Naval Business Center, Philadelphia (Pennsylvania). Personnel in the local liaison office will resolve technical problems associated with the delivered data, (b) coordinate the delivery/receipt of technical data with NSWCCD-SSES (c) react to urgent requests assigned by NSWCCD-SSES and (d) correct/prepare data and plans. The number of personnel in the local liaison office may vary according to workload but it must be staffed to accommodate contract workload requirements.

(b) San Diego, CA; Norfolk, VA; and Mayport, FL: An office and industrial center within 25 miles of Naval Station San Diego (California); an office and industrial center within 25 miles of Naval Station Norfolk (Virginia); and an office and industrial center within 25 miles of Naval Station Mayport (Florida). Each office and industrial center must have the following capabilities:

(i) Machine shop (shop and down river) - capable of removing, repairing, machining, testing, cleaning, hydraulic flushing and reinstalling various HM&E components.

(ii) Sheet metal/structural shop - capable of cutting (gas, arc, and shear), rolling, shaping, grinding, and fitting steel and aluminum stock forms.

(iii) Pipe shop - capable of targeting, fitting, bending, testing, and threading typical shipboard pipe (including brazing).

(iv) Welding shop - capable of welding (steel and aluminum) plates, shapes, sheet metal, and piping joints (shop and downriver).

(v) Electrical/electronic shop - capable of removing, repairing, installing, and operational testing of shipboard equipment.

(vi) Rigging shop.

(vii) Spray booth of at least 200 square feet meeting all NFPA and OSHA standards and regulations.

(viii) Staging/storage capacity for incidental materials.

(c) Bremerton - Office and storage/staging facility for incidental materials within 25 miles of Puget Sound Naval Shipyard.

(d) At Contractor facilities generally: Contractor must provide facilities for rapid transfer of electronic files between contractor facilities and NSWCCD-SSES (at the current time, a T-1 line or better, to be upgraded if and as required to maintain state of the art capability and compatibility with NSWCCD-SSES).

(e) Portable workshops (similar to existing NSWCCD-SSES CONEX boxes) may be required to complete specific delivery/task orders. When the contractor is required to provide portable workshops, temporary, or long-term staging facilities for a specified delivery order, this will be reimbursed as a direct expense.

**Capabilities/Certifications:**

The contractor must possess and maintain the following capabilities and certifications:

1. NAVSEA approved Quality Assurance Program.
2. NAVSEA Agreement for Boat Repair (ABR) Certification for the Norfolk, San Diego and Mayport areas.
3. Defense Contract Management Command (DCMC) approved government property control procedures.

**IV. DELIVERABLES/DATA REQUIREMENTS**

1. DD Form 250 will be used as the acceptance document and the contractor will be required to submit a DD 250 at the completion of each individual order placed under this contract.
2. The contract shall furnish technical data as specified on the DD Form 1423 attached hereto and as specified in any DD 1423 attached to an individual order.

**V. STANDARDS/SPECIFICATIONS**

1. The contractor shall comply with applicable shipboard industrial safety and environmental control regulations including local (i.e. ship, base or station) requirements.
2. The contractor shall conform to shipboard regulations with regard to cleanliness, personnel conduct, and ships security and integrity during alteration.
3. The contractor shall provide verification of certification for welders and pipefitters and ensure that certified personnel carry a copy of their certification at all times while performing SHIPALTS/MACHALTS on Government vessels or property.
4. Except as otherwise specifically provided in an order placed under this contract, the quality of all services rendered under this contract shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.
5. The contractor shall provide and maintain a Quality System that shall, as a minimum, comply with the requirements of NAVSEA Standard Item 009-04, and which shall have been accepted by NAVSEA 04XQ or a SUPSHIP office.

**VI. GOVERNMENT FURNISHED MATERIAL/INFORMATION (GFM-GFI)**

Government furnished materials (GFM) and government furnished information (GFI), if any, will be specified in individual delivery orders.

**VII. PERSONNEL QUALIFICATIONS**

1. General Requirements -

(a) The contractor shall be responsible for employing technically qualified personnel to perform the tasks to be ordered hereunder. The contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the contract specification requirements.

(b) The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this contract. The Government reserves the right, during the term of this contract, to request work histories on any contractor employee for purposes of verifying compliance with this requirement.

(c) If the contracting officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

2. Key Personnel – The following labor categories are designated Key Personnel for this contract: Program Manager; Senior Engineer; Project Engineer; Senior Engineering Technician; Quality Assurance Specialist; HVAC Technician; and Site Foreman.

#### SECTION D – PACKAGING AND MARKING

The items to be delivered under the proposed contract shall be packaged and marked in accordance with the contractor's standard policies.

SECTION E – INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

SECTION F – DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The contract ordering period shall extend from the date of contract award through the date 54 months thereafter. The contract performance period shall extend from the date of contract award through the date 60 months thereafter.

(b) Specific delivery requirements will be indicated in task/delivery orders issued under the contract.

## SECTION G – CONTRACT ADMINISTRATION DATA

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000      Postaward Conference      DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)**

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 2 copies, to the contract auditor at the following address:

[TO BE DESIGNATED AT TIME OF CONTRACT AWARD]

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to NSWCCD-SSES, 5001 South Broad Street, Philadelphia, PA 19112-1403, Attn: B. Franks, Code 91. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 (thirty) calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report", must be submitted with the final invoice

submitted for each delivery order issued under this contract.

(f) A Certificate of Performance must be submitted with each invoice submitted.

(g) The Contractor's final invoice under each delivery order shall be identified as such, and shall list all other invoices (if any) previously tendered under the delivery order.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.



**SECTION H – SPECIAL CONTRACT REQUIREMENTS****CLAUSES INCORPORATED BY FULL TEXT****CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (APR 2001) (NSWCCD)**

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

**CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)**

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs

first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

## SECTION I – CONTRACT CLAUSES

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-1	Property Records	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act and Balance of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.242-7004	Material Management And Accounting System	DEC 2000
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002

## CLAUSES INCORPORATED BY FULL TEXT

**52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the date 54 months thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce.

**52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order in excess of \$3,000,000;

(2) A series of orders within 10 (ten) days that together exceed the limitation in subparagraph (1) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 (seven) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the date of contract award.

#### **52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

- (a) The use of overtime is authorized under this contract if the overtime is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) (DEVIATION)**

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services, if any Executive Order administered by OFAC, or OFAC's regulations set forth at 31 CFR Chapter V would prohibit such transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports into the United States from North Korea. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these regulations as well as updates with respect to restrictions imposed after April 2003, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**52.232-25 PROMPT PAYMENT (FEB 2002) -- ALTERNATE I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) *Invoice payments --*
- (1) *Due date.*
    - (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.



(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7<sup>th</sup> day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--
  - (A) The Government owes an interest penalty of \$1 or more;
  - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
  - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii)
  - (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --
    - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
    - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
    - (3) State that payment of the principal has been received, including the date of receipt.
  - (B) If there is no postmark or the postmark is illegible--
    - (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
    - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

- (e) *Invoices for interim payments.* For interim payments under this cost-reimbursement contract for services--
  - (1) Paragraphs (a)(2.), (a)(3), (a)(4(ii), (a)(4(iii), and (a)(5)(i) do not apply;
  - (2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30<sup>th</sup> day after the designated billing office receives a proper invoice; and
  - (3) The Contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

## **52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)**

- (a) *Definitions.* As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

**[TO BE DESIGNATED AT TIME OF CONTRACT AWARD]**

(f)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**[TO BE DESIGNATED AT TIME OF CONTRACT AWARD]**

#### **52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)**

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any—

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title.

(1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)—

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage—

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of—

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part;

and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the

Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **52.248-1 VALUE ENGINEERING (FEB 2000)**

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP



acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
  - (i) In deliverable end item quantities only;
  - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . ., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR <http://farsite.hill.af.mil> OR <http://www.arnet.gov/far>

DFARS <http://farsite.hill.af.mil/vdfara.htm> OR <http://www.acq.osd.mil/dp/dars/dfars.html>

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

**CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)**

(a) The COR for this contract is:

Name: [ \* ]  
Mailing Address: [ \* ]  
Code: [ \* ]  
Telephone No.: [ \* ]

\* to be designated at the time of contract award

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

**CAR-I04 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)**

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

**CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)**

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

**CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)**

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

#### **CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: R. W. Sieger, Code 3351  
 ADDRESS: NSWCCD-SSES  
 5001 South Broad Street  
 Philadelphia, PA 19112-1403  
 TELEPHONE: (215) 897-7055

#### **CAR-I12 GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)**

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

PROPERTY	QUANTITY	DATE
[ * ]	[ * ]	[ * ]

\* to be specified in each individual delivery/task order at time of issuance.

(b) The property will be delivered at Government's expense at or near [ \* ]

\*to be specified by the contractor for each individual delivery/task order at the time of issuance.

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

**CAR-I17 ORDERING PROCEDURES FOR DELIVERY/TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (APR 2001) (NSWCCD)**

(a) This contract is one of two or more contracts that were awarded under a single solicitation for the same or similar supplies or services. The term "contract awardee" refers to each Contractor receiving such an award.

(b) The Naval Surface Warfare Center, Carderock Division, is the activity authorized to issue delivery/task orders. All orders shall contain the date of order, contract number and delivery/task order number, description of the scope of work to be accomplished, estimated cost plus fixed fee, material and travel costs, delivery or performance schedule, place of performance, accounting/appropriation data and any other pertinent information.

(c) No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 United States Code 2304c(d) and 41 United States Code 253j(d)).

(d) Procedures for the issuance of individual delivery/task orders. The competition requirements in FAR Part 6 and the source selection policies in FAR Subpart 15.3 do not apply to the ordering process. However, each contract awardee shall be provided a fair opportunity to be considered for each proposed order in excess of \$2,500.00 except as provided in paragraph (e) of this clause. The Contracting Officer/Ordering Officer shall, in making decisions in the award of any individual delivery/task order, consider factors such as past performance, earlier orders under this contract, quality of deliverables, cost control, price, cost or other factors that are relevant to the award of a delivery/task order under this contract. The Contracting Officer/Ordering Officer need not contact each of the contract awardees before selecting an order awardee if the Contracting Officer/Ordering Officer has information available to ensure that each contract awardee is provided a fair opportunity to be considered for each order.

(e) A contract awardee need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 if the Contracting Officer/Ordering Officer determines that:

- (1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays
- (2) Only one contract awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all contract awardees were given a fair opportunity to be considered for the original order.
- (4) It is necessary to place an order to satisfy a minimum guarantee.

(f) In those instances where one or more of the circumstances in paragraph (e) of this clause applies, the Contracting Officer/Ordering Officer may elect to use the streamlined procedures in paragraphs (1) through (3) of this paragraph (f). In the case of urgency, the Contracting Officer/Ordering Officer may elect to use either these streamlined procedures or the procedures described in paragraph (g) of this clause.

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the Contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the Contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the Contractor.

(3) If the Contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the Contractor, and the Contracting Officer/Ordering Officer



determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the Contractor.

(g) In the event the need for such services is so urgent that providing a fair opportunity would result in unacceptable delays, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the Contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this contract.

(h) In accordance with section 5216.505 of the Navy Acquisition Procedures Supplement (NAPS), the task order contract and delivery order contract ombudsman responsible for reviewing complaints from contractors on task order contracts and delivery order contracts is the Navy Competition Advocate General. The Navy Competition Advocate General is the Deputy for Acquisition and Business Management, Office of the Assistant Secretary of the Navy (Research, Development and Acquisition). Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Command Competition Advocate at the Naval Sea Systems Command Headquarters before taking their complaints to the Navy Competition Advocate General.

#### **CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Attachments

The following documents are attached to, and are a part of, this solicitation document:

DD Form 254	Contract Security Classification Specification
DD Form 1423	Contract Data Requirements List (CDRL)
Attachment A	Cost Summary Spreadsheet

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

**52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

## (a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_

(f) Common parent.

Offeror ☐ is not ☐ is owned or controlled by a common parent as defined in paragraph (a) of this provision. (If block marked "is" is checked, provide the following information).

Name of Common Parent \_\_\_\_\_

TIN of Common Parent \_\_\_\_\_

#### **52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

#### **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,  
County, Zip Code)**

**Name and Address of Owner and Operator of the  
Plant or Facility if Other Than Offeror or  
Respondent**

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$15.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

## **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRONet); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. ☐ The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:



- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

#### **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor. (Disclosure must be on

Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and

Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

#### **252.225-7000 BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)**

(a) Definitions. “Domestic end product,” “foreign end product,” “qualifying country,” and “qualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
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(3) The following end products are other foreign end products:

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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#### **252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

☐ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)**

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

**SECTION L Instructions, Conditions and Notices to Bidders****CLAUSES INCORPORATED BY REFERENCE:**

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-28	Multiple Awards for Advisory and Assistance Services	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 2000
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

**CLAUSES INCORPORATED BY FULL TEXT****52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) In order to assist the Government in determining cost reasonableness/realism, offerors shall submit cost information that does not meet the definition of cost or pricing data at FAR 2.101 as detailed in the "Cost Proposal" requirements contained in Clause CAR L11, entitled "Proposal Preparation Requirement (JUL 2002) (NSWCCD)," in Section L of this solicitation. This cost information shall also be provided for any proposed subcontractor effort; however, in accordance with Clause 52.215-12 herein, if the proposed subcontractor cost exceeds the threshold at FAR 15.403-4, the contractor shall require the subcontractor to submit cost or pricing data, unless an exemption under FAR 15.403-1 applies. In addition to providing subcontractor cost information or cost or pricing data, offerors shall conduct appropriate cost or price analyses to establish the reasonableness of subcontractor costs in accordance with FAR 15.404-3 and provide the cost or price analyses as part of their Cost Proposals.

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of one or more cost-plus-fixed-fee contract(s) as a result of this solicitation.

**52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

R. W. Sieger, Code 3351  
NSWCCD-SSES  
5001 South Broad Street  
Philadelphia, PA 19112-1403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR <http://farsite.hill.af.mil> OR <http://www.arnet.gov/far>  
 DFARS <http://farsite.hill.af.mil/vdfara.htm> OR <http://www.acq.osd.mil/dp/dars/dfars.html>

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

**CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)**

The following information must be provided in the cost proposal for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hours to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

**CAR L11 - PROPOSAL PREPARATION REQUIREMENT**

(1) Location to Submit Proposals: Proposals must be received on or before the time and date due (see Block 9 of the cover page of this solicitation) at the following location:

NSWCCD-SSES  
 Philadelphia Naval Business Center  
 5001 South Broad Street  
 Philadelphia, PA 19112-1403  
 Attn: E. Youse, Code 3351

(2) Proposals should be submitted in three separate parts as follows:

DOCUMENT	PAPER COPIES	ELECTRONIC COPY
Solicitation, Offer and Award Document (SF-33)	1 original	Not required
Technical Proposal	1 original	Required
Cost Proposal	1 original and 1 copy	Required

(3) Proposal Format Requirements:

- (a) No telegraphic (fax , e-mail or other electronic method) offers will be considered.
- (b) Unnecessarily elaborate proposals are not desired. Graphics and photos are not necessary.

(c) **Electronic Copies:** The Technical Proposal and Cost Proposal must each be submitted on one CD Rom in Microsoft Word and/or Microsoft Excel format. Each disk should be clearly marked with the solicitation number, the offeror's name and the contents of the disk. It is the responsibility of the offeror to ensure that the electronic media submitted is virus free and can be opened and read by the Government using Microsoft Windows 2000. If the electronic media cannot be opened and read by the Government, the offeror will have 72 hours after notification of the same to correct the deficiency. After that time, if the electronic media cannot be opened and read by the Government, the offer may be considered non-responsive and may render the offeror ineligible for award.

(d) **Paper Copies:** Originals shall be clearly identified as the "ORIGINAL" and bear the original signature(s) of the offeror. Copies should be clearly marked "COPY" or "DUPLICATE." Proposals should meet the following formatting standards:

- 8.5 x 11 inch paper
- single-spaced typed lines, including figures and glossaries
- 1 inch margins
- 12-point font for text
- 10-point font for tables
- no hyperlinks

#### (4) PROPOSAL CONTENTS:

**I. SOLICITATION, OFFER AND AWARD DOCUMENT (SF-33 RFP):** Offerors should not alter the Solicitation other than to complete the appropriate "fill-in" blocks and certifications. IT IS NOT NECESSARY FOR OFFERORS TO RETURN A FULL COPY OF THE SOLICITATION. Instead, the following Sections should be filled in appropriately and returned:

SOLICITATION SECTION	FILL INS REQUIRED
Cover Page	Blocks 13 through 18
Section B	Pricing Information
Section K	Portions marked to be filled in

## II. TECHNICAL PROPOSAL

The Technical Proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this Solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of, and the requisite capabilities to accomplish, the technical tasks described in Section C of this Solicitation – Statement of Work. The Offeror should address each requirement of the Solicitation and explain how compliance is to be achieved.

Clarity, completeness and conciseness are essential, and the overall breadth and depth of the proposal shall be evaluated in the context of being representative of the offeror's capabilities. Data previously submitted, or presumed to be known (i.e., previous projects performed for NSWCCD-SSES or with NSWCCD-SSES personnel) cannot be considered unless such information is included in the proposal. Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate.

Technical Proposals must address the following factors:



**FACTOR 1. KEY PERSONNEL QUALIFICATIONS** (maximum per individual resume – 4 pages)

Offerors shall provide resumes for each individual proposed for a key personnel position. If an individual is not currently employed by the offeror, the offeror must provide a written rationale for proposing that person. In addition, offerors must indicate limitations on the availability of any proposed key personnel.

The following information must be submitted for each individual whose resume is submitted as part of the Technical Proposal: (1) annual salary; (2) estimated annual hours worked; and (3) total estimated hours to be worked annually by such person under the proposed contract.

NOTE: If subcontractor personnel are to be used to fill key positions, resumes of the key personnel shall be included in this section with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel. If any information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

<b>LABOR CATEGORY</b>	<b>MINIMUM # OF RESUMES</b>	<b>MAXIMUM # OF RESUMES</b>
Program Manager	2	4
Senior Engineer	5	10
Project Engineer	3	6
Site Foreman	7	14
Senior Engineering Technician	10	20
Quality Assurance Specialist	3	6
HVAC Technician	6	12

A "CONFIDENTIAL" SECURITY CLEARANCE IS THE MINIMUM REQUIRED FOR ALL KEY PERSONNEL. Although clearances need not be obtained in order to submit a proposal, the clearances must be obtained before personnel commence work on the proposed contract.

Offerors proposing more highly qualified key personnel will be more highly rated for this factor than will offerors proposing less qualified personnel.

The following are desired levels of education and experience for key personnel assigned to this contract. Unless otherwise specified, areas of experience can have been obtained concurrently. Evaluators shall give higher ratings for this factor to the extent that personnel exceed the desired education and/or experience levels and lower ratings to the extent that personnel fall short of the desired education or experience level:

**Program Manager**

1. Bachelor's Degree in engineering (mechanical, electrical, electronics, marine, or naval/marine engineering) from an accredited college or university or P .E. license.

2. Fifteen (15) years experience in management of engineering projects involving maintenance, repair, testing, product improvement, or alteration of naval ship Hull, Mechanical, Electrical, or Electronic systems and equipment. The 15 years shall include the following:

- Ten (10) years of working experience in engineering projects involved in design, test, maintenance or operation of Hull, Mechanical, Electrical, or Electronic Systems and equipment.
- Eight (8) years working experience in engineering and logistic projects involving development and installation of alterations on Navy ships.

3. Experience in DOD material acquisition procedures.

4. Experience with Naval Sea Systems Command, Naval Surface Warfare Center, naval shipyard, Supervisor of Shipbuilding, Conversion and Repair and Type Commanders' organization.

**Senior Engineer**

1. Bachelor's Degree in engineering (mechanical, electrical, electronics, marine, or naval/marine engineering) from an accredited college or university or P .E. license.

2. Twelve (12) years experience in the design, testing, installation, maintenance, or alteration of naval ship Hull, Mechanical, Electrical, or Electronic equipment and systems. Shall include experience in all stages of the engineering process from initial design through production alterations.

3. Experience in the Navy's material procurement procedures.

4. Experience with Naval Sea Systems Command, Naval Surface Warfare Center, naval shipyard, Supervisor of Shipbuilding, Conversion and Repair and Type Commanders' organization.

**Project Engineer**

1. Engineering degree or eight (8) years experience managing engineering projects in lieu of engineering degree. This experience shall not have been gained concurrently with the experience requirements listed in paragraph (2) and (3) below.

2. Four (4) years experience in design, operation, maintenance, or testing of Naval Ships Hull, Mechanical, Electrical, or Electronic Systems and Equipment; and knowledge of Navy Procedures for establishing and maintaining equipment maintenance requirements.

3. Two (2) years project engineering experience in maintenance, repair, testing, installation, or alteration of naval ship systems.

**Site Foreman**

1. High School Graduate or GED

2. Eight (8) years experience and completed appropriate Navy "A," "B," or "C" school, an apprenticeship program, or have four (4) years additional hands-on experience with repair and maintenance of Naval Hull, Mechanical and Electrical, or Electronic systems and equipment.

3. Three (3) years experience in the supervision of technical support for maintenance and repair of HM&E ship systems.

4. Knowledge of the Navy's ship systems repair organization and procedures.

5. Full knowledge of the local and state environmental regulations.

6. Certified shipyard Competent Person.

**Senior Engineering Technician**

1. Graduate of high school, trade or industrial school or GED equivalent with Navy "A," "B," or "C" schools or other supplemental vocational training after high school.

2. Twelve (12) years practical engineering experience which shall include the operation, test, maintenance or repair of naval ship Hull, Mechanical, Electrical, or Electronic equipment and systems.

3. Five (5) years experience in the preparation of original technical documentation involving the operation, maintenance or testing of naval ship Hull, Mechanical, Electrical, or Electronic equipment and systems.

**Quality Assurance Specialist**

1. Graduate of high school, trade, or industrial school or GED equivalent.
2. Five (5) years experience in performing quality assurance and control inspections on naval ship Hull, Mechanical, Electrical, Electronic systems for specification and engineering drawing requirement compliance.
3. Five (5) years shop experience which has provided a practical knowledge of quality assurance programs, quality control inspection systems, machining skills, and a detailed knowledge of shop procedures, processes, methods and techniques.
4. Certified Level III inspector.

**HVAC Technician**

1. Six (6) years experience and completed appropriate Navy “A,” “B,” or “C” school, an apprenticeship program, or have four (4) years additional experience.
2. Certified Environmental Protection Agency (EPA) approved universal technician certification in accordance with Section 608 of the Clean Air Act (CAA) of 1990 as amended.
3. Experience in the handling and transfer of refrigerant including personal protective equipment and safety procedures and a strong understanding of air conditioning and refrigerant (AC&R) auxiliary systems and their interrelations is required. A working knowledge of blueprint reading and basic electrical safety is also required.

**FACTOR 2. CORPORATE EXPERIENCE** (Maximum – 10 pages)

The offeror shall provide a synopsis of at least three, but not more than five, contracts under which the offeror provided engineering, technical, logistics and material support for ship alteration (SHIPALT) and/or machinery alteration (MACHALT) programs for hull, mechanical, electrical and/or electronic ship systems during the last three years. The contractor shall provide the following information for each such contract:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names with current addresses and phone numbers)
4. Contract Type
5. Contract Price
6. Total Labor-Hours of Effort
7. Period of Performance
8. Contract Deliverables
9. A description of the type of work performed under the contract, particularly noting (by reference to SOW paragraph number) work performed under the reference contract that is identical or similar to work required under the SOW for the proposed contract (contained in Section C of this Solicitation).

The more similar in scope and complexity an offeror’s referenced contract work is to the work described in the proposed contract SOW, the more highly the proposal will be rated by the evaluators. More current experience will be rated more highly than less recent experience.

**FACTOR 3. MANAGEMENT APPROACH** (maximum – 10 pages)

The proposal should demonstrate that the offeror has an understanding of what is required to successfully manage the requirements of the proposed contract SOW. Narrative describing management approach should concisely address the following:

- (1) Organizational Structure, Relationships and Responsibilities – The offeror’s organizational structure should demonstrate clearly defined functional relationships and responsibilities among organizational elements and describe effective management techniques to be used for accomplishing the

task elements of the SOW successfully and should include DCMC approved government property control procedures.

(2) Quality Assurance – The offeror should have a proven quality assurance program that addresses the type of work to be performed under the contract.

(3) Communications – The offeror should have effective lines of internal management communication and propose a method for maintaining a close liaison with the Contracting Officer's Representative (COR), including reporting techniques proposed for use under the contract.

(4) Mobilization – The offeror should demonstrate an ability to implement resources, manpower and processes necessary for successful performance of the task elements identified in the SOW within 30 days after contract award.

(5) Managing Work Fluctuations and Multiple Tasks – The offeror should have a proven capability of responding to fluctuations in workload, managing separate and overlapping tasks, and adding and reducing manpower as required, without adversely affecting the achievement of task objectives under the contract.

**FACTOR 5. FACILITIES/CAPABILITIES** (maximum – 5 pages (excluding Manpower Resource Matrix))

The offeror's proposal must demonstrate which of the facilities and capabilities contained in paragraph III of the SOW it possesses. Evaluators shall determine how well the offeror's facilities and capabilities satisfy the SOW requirements. NOTE - no award can be made to any offeror not possessing a facility clearance issued by the Defense Investigative Service at least at the "Confidential" level.

As part of this factor, evaluators will take into account whether the offeror has adequate manpower in all labor categories other than key personnel required at all operational locations. In order to assist the Government in making this determination, offerors are required to submit a Manpower Resource Matrix in the following format:

LOCATION	TRADE CATEGORY	NUMBER OF MANPOWER	COMPANY
(the specific location where the offeror's trade personnel will be assigned)	(specify the category based on the descriptions listed below)	(list the total number of full-time equivalents (FTEs))	(if the manpower will be supplied by a subcontractor, list the name of the subcontractor)

Listed below are the labor categories (excluding key personnel) required to staff the contract with a description of the type of education and experience desired for such personnel. Offerors are not required to submit resumes for these labor categories:

**ENGINEER**

1. Bachelor's Degree in engineering (mechanical, electrical, electronics, marine, or naval/marine engineering) from an accredited college or university or P .E. license.

2. Eight (8) years experience in the design, testing, installation, or maintenance of naval ship Hull, Mechanical, Electrical, or Electronic equipment and systems. Should include experience in all stages of the engineering process from initial design through production alterations.

**NAVAL ARCHITECT**

1. Bachelors Degree in Naval Architecture or marine engineering.
2. Six (6) years experience in the design and arrangement and working drawing development of naval ship Hull, Mechanical, Electrical, or Electronic equipment and systems.
3. Experience in the design, arrangement, and installation of naval ship Hull, Mechanical, Electrical, or Electronic systems, Ship Alteration (SHIPALTS), Machinery Alterations (MACHALTS) and similar modifications.
4. Experience with Naval Sea Systems Command, Naval Surface Warfare Center, naval shipyard, Supervisor of Shipbuilding, Conversion and Repair and Type Commanders' organization.

**ENGINEERING TECHNICIAN**

1. Graduate of high school, trade or industrial school or GED equivalent.
2. Six (6) years practical engineering experience in the operation, test, maintenance and repair of naval ship Hull, Mechanical, Electrical, or Electronic equipment and systems.

**LOGISTICIAN**

1. Graduate of high school, trade or industrial school or GED equivalent.
2. Eight (8) years experience with the Naval Logistic System, which should include:
  - a. Experience in identifying material and logistic requirements for ship alteration and repair.
  - b. Experience with the Navy supply and procurement systems and procedures for requisitioning and purchasing material required to support ship alterations and repairs.
  - c. Experience in researching types and quantities of equipment allowed aboard ship, to include a minimum of two (2) years experience in use of the Configuration Data Manager's Database-Open Architecture (CDMD-OA).
  - d. Experience in Provisioning, Technical Documentation (PTD).

**PLANNER AND ESTIMATOR**

1. Graduate of high school, trade or industrial school or GED equivalent.
2. Six (6) years experience which should include the following:
  - a. Experience in preparing Naval Industrial cost and time estimates (time, labor and material) for alterations and repairs to naval ship Hull, Mechanical, Electrical or, Electronic systems on surface ships and submarines.
  - b. Experience in repair definition, production procedures, planning procedures, material requirements, technical instructions, NAVSEA directives and other similar instructions.
  - c. Experience in preparing contract specifications (Bid Specification) and estimates for work to be accomplished on naval ships by private shipyards or contractors.
  - d. Experience in preparing material lists for repairs and ship alterations.

**TECHNICAL ILLUSTRATOR**

1. Graduate of high school, trade or industrial school or GED equivalent.

2. Two (2) years experience in technical illustrating.

3. Experience in the use of blueprint and technical manual drawings to produce camera ready artwork suitable for inclusion in documentation.

#### **TECHNICAL WRITER**

1. Ten (10) years experience in the planning and preparation of varied types of technical documentation on Naval Ship Hull, Mechanical, Electrical, or Electronics systems and equipment. A Bachelor's Degree in English or Journalism may be substituted for six (6) of the ten (10) years experience.

2. Four (4) years experience in the planning and preparation of varied types of technical documentation on naval ship Hull, Mechanical, Electrical, or Electronic systems and equipment.

3. Experience in the detailed information search and interpretation of technical data in the preparation of technical documentation.

#### **ENGINEERING AIDE/TYPIST**

Deemed non-professional personnel to support the work of professional technical personnel. Minimum requirement is one (1) year experience in word processing.

#### **MARINE EQUIPMENT MECHANIC**

1. Six (6) years experience and completed appropriate Navy "A," "B," or "C" school, an apprenticeship program, or have four (4) years additional experience.

2. Superior trade knowledge of mechanical principles of the operating machinery, of hydraulics, the machining of metals, of mathematics, and of basic physics and general science.

3. Ability to operate, set up and align various portable tools used in the trade, as well as the ability to use such precision measuring instruments as height gauges, depth gauges, calipers, verniers, lay-out tools, vibro-tachometers, stroboscopic tachometers, vibration indicators, etc.

4. Ability to apply and interpret blueprints, sketches, and specifications and to apply manual skills in disassembling, repairing and building equipment and machinery.

#### **SHIPFITTER/WELDER/BURNER**

1. Six (6) years experience and completed appropriate Navy "A," "B," or "C" school, an apprenticeship program, or have four (4) years additional experience.

2. Knowledge, skills and abilities sufficient to layout, fabricate and assemble various metal structural parts and large pieces of ships and other vessels. This includes cutting and shaping of parts, shop subassembly of parts and positioning, alignment and securing of parts and sub-assemblies.

3. Ability to apply and interpret blueprints and mold templates in order to layout and fabricate structural parts for construction.

4. Ability to operate shop machinery to construct necessary structural parts, as well as the ability to drill, saw and bolt.

5. Knowledge of welding standards and how various metals and alloys, such as different kinds of steel, aluminum, cast iron, nickel, monel, metal, brass, copper, bronze, magnesium, beryllium, and titanium react to different welding processes and techniques.

6. Capability to weld metal parts and structures that vary in size, shape, and thickness from light gauge metals to heavy plate requiring multiple welding passes, and to weld dissimilar metals, such as copper to steel.

7. Skill to make complete penetration and fusion welds, and ability to use MIG and TIG methods.
8. Ability to make mathematical calculations, such as basic geometry.

**PIPEFITTER/BRAZIER**

1. Six (6) years experience and completed appropriate Navy "A," "B," or "C" school, an apprenticeship program, or have four (4) years additional experience.
2. Knowledge, skills and abilities sufficient to fabricate and assemble various piping systems of differing metals. This includes cutting, shaping and brazing, positioning, alignment and mounting of piping systems.
3. Knowledge of how equipment and systems are installed and operated, as well as the ability to plan work, lay it out and to modify or repair new and/or existing piping. Must be able to plan for the placement, elevation and installation of items, replacement parts, valves, etc.
4. Knowledge of brazing procedures and how various metals and alloys, such as different kinds of steel, aluminum, cast iron, nickel, monel, metal, brass, copper, bronze, magnesium, beryllium and titanium react to different brazing processes and techniques.
5. Ability to make mathematical calculations, such as basic geometry.

**MARINE ELECTRICIAN**

1. Six (6) years experience and completed appropriate Navy "A," "B," or "C" school, an apprenticeship program, or have four (4) years additional experience.
2. Working knowledge of trade mathematics and formulas in order to calculate voltage, amperes and resistance requirements, and to determine size and types of material, such as controls, switches, distribution panels, fuses, etc., for each project or test.
3. Ability to read and interpret blueprints, sketches, written technical instructions and manuals, and to plan to make working diagrams and circuits.
4. Fully versed in the use of all types of electrical measuring instruments, and of various electronic measuring devices, such as voltmeters, ammeters, ohmmeters, and power analyzers.

**MACHINIST**

1. Six (6) years experience and completed appropriate Navy "A," "B," or "C" school, an apprenticeship program, or have four (4) years additional experience.
2. Ability to plan, layout, set-up the work and must have knowledge of machining various types of metals and other materials. Should also be able to read and interpret complex blue prints and locate/extract critical dimensions and key reference points from the blueprints.
3. Skilled in using many types of precision measuring instruments and equipment.
4. Experienced in the set-up and operation of various machine tools, such as shapers, planers, and drill presses. He must also be able to make alignments of work pieces in machine and prepare work for fabrication.

**SYSTEMS ENGINEER**

1. Bachelor of Science degree in Computer Science or a related field.

2. Five (5) years experience in designing computer systems, integrating computer hardware and software, and building computers or designing network systems. Extensive knowledge of microcomputers and Local Area Networks is desired.

#### **SYSTEMS/PROGRAM ANALYST**

1. Bachelor's degree in Management Information Systems or a related field. The degree may be substituted with an A.A.S. degree and three (3) years' experience as an Analyst/Programmer in addition to the experience set forth in paragraph (2) below.

2. Three (3) years as a Systems Analyst; experience should be in Windows NT and Unix Operating Systems.

#### **PROGRAMMER**

1. Associate's degree in Computer Science or Computer Programming or minimum of four years equivalent experience without degree.

2. Three (3) years experience in utilizing scientific programming skills with digital computer systems, information systems, data management or configuration control applications. Experience should be in Windows NT and Unix Operating Systems.

#### **CAD/CAM OPERATOR**

1. High school diploma and three (3) years of experience developing and revising engineering drawings for shipboard systems. Graduation from an accredited technical, vocational, or apprentice school drafting program may be substituted for up to two (2) years of experience.

2. One (1) year of experience should include use of AUTOCAD Release 14 or 2002.

#### **MAINTENANCE TRADES HELPER**

Previous experience/education not required. Must be able to assist one or more workers in the skilled maintenance trades by performing duties of lesser skills. Duties may include keeping a worker supplied with materials and tools; maintaining cleanliness of tools, work area and machines; holding materials and tools; and performing other unskilled tasks.

### **FACTOR 5. PAST PERFORMANCE**

The Government shall assess how well each offeror has performed under past contracts in the areas of: conformance to specifications; standards of good workmanship; history of containing and forecasting costs; adherence to contract schedule; history of reasonable and cooperative behavior; and commitment to providing quality service at fair and reasonable prices. To obtain information, the Government shall contact the points of contact listed by offerors provided under Factor 2 – Corporate Experience; however, the Government is not required to contact all points of contact provided by offerors and may limit the number of references it decides to contact. The Government is also free to contact references other than those provided by the offeror to evaluate past performance of offerors. Evaluators may also obtain past performance information from other sources, such as CPARS, the SBA, Better Business Bureaus, etc. Offerors lacking relevant past experience history shall so state in their proposals and they will then receive a neutral rating for past performance.

### **FACTOR 6. PAST SUBCONTRACTING COMPLIANCE** (maximum – 5 pages)

(1) Offerors shall provide information demonstrating their past performance in complying with the requirements of FAR Clause 52.219-8, entitled “Utilization of Small Business Concerns.” This clause requires a contractor to provide maximum practicable subcontracting opportunities to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns.



(2) An offeror representing itself as a large business concern shall provide information demonstrating its past performance in complying with the requirements of FAR Clause 52.219-9, entitled “Small Business Subcontracting Plan” and DFARS Clause 252.219-7003, entitled “Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts).” These clauses require a contractor to establish subcontracting goals for small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns for specific contracts. The offeror may provide up to three copies of final SF 294s for relevant contracts to demonstrate the offeror’s ability to achieve a proposed subcontracting plan.

### **III. COST PROPOSAL**

Although certified cost and pricing data is not required, offerors must provide a cost proposal to assist the Government in its cost reasonableness/cost realism analysis. Offerors must provide a Cost Summary Spreadsheet in the format attached to this Solicitation as Exhibit A, using Microsoft Excel format, as part of their cost proposals. Additional detailed cost information should be provided as necessary to identify various cost elements, including the following:

#### **ESCALATION RATE(S)**

Offerors should provide detailed cost information for contract year 1. For subsequent years, the offeror should identify the escalation rate(s) it applied to contract year 1 data to derive cost estimates for such subsequent year. The Offeror should provide historical information pertaining to actual escalation rate(s) experienced over the past three (3) year period and, if a different escalation rate is used for the proposals, must justify use of that rate.

#### **LABOR COSTS (CLIN 0001)**

(1) Offeror’s Labor Costs: This category should include only the prime contractor’s direct labor and shall not include any subcontracted labor. (See subcontracting below).

(a) The name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed to serve as “Key Personnel” under the contract. The Offeror may derive the total labor rate for its proposal by using composite labor rates for Key Personnel. In that case, the offeror must clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

(b) Hourly rates for Non-Key Personnel may be expressed on a composite basis, provided the Offeror generally describes the method used to derive the composite rate. If an Offeror’s proposed labor category differs in name from those listed in Section B, a chart shall be included which identifies how these categories correspond to those listed in the Solicitation.

(c) Offerors should identify all indirect cost rates applied to direct labor costs, such as fringe benefit rate(s) and overhead rate(s). If the rates are not negotiated forward pricing rates, then the basis for the proposed rates must be explained and supported by reference to DCAA approved rates or historical actuals (audited and unaudited) for the past three years

(3) Subcontracting Labor Costs: Identify the labor categories for which subcontracting is being proposed (if any). Provide the subcontractor’s direct labor rates, number of hours proposed to be subcontracted to such subcontractor, and indirect labor costs (fringe benefits, overhead, G&A, etc) that has been proposed by the subcontractor. If any of this information is proprietary to subcontractors, it may be provided under separate cover, however, it must be easily identifiable and readily combined with the rest of the proposal.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff on which the cost proposal is based.

(5) Although the labor categories and hours listed in Section B of this Solicitation will not be included as part of the contract award document, the names and labor categories of Key Personnel proposed and accepted will be a part of the award as specified in Clause CAR-I08 included in part I of this Solicitation.

#### FEE

Identify the proposed fee rate and clearly identify how the fee rate will be applied to the labor costs.

#### FACILITIES COST OF MONEY

If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

#### SUPPORT COSTS (CLIN 0002)

These costs reflect all other direct costs that are not labor costs. For proposal purposes, a not-to-exceed (NTE) amount has been provided for the support costs as stated in Section B. Offerors must state the indirect rates that they will impose on such direct costs (such as overhead, general and administrative expenses and materials handling charges) and clearly indicate which cost categories will be subject to such indirect rates. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates must be explained and supported by reference to DCAA approved rates or historical actuals (audited and unaudited) for the past three years. All support costs will be non-fee bearing costs under the proposed contract.

#### DCAA POC

The offeror shall provide the name, address and telephone number of their cognizant Defense Contract Audit Agency (DCAA) and their cognizant Defense Contract Management Command (DCMA) as part of their proposal.

### **IV. SUBCONTRACTING PLAN**

Offerors, except for offerors who are small business concerns, are required to submit a subcontracting plan, as described in FAR Clause 52.219-9 included in Section I of this Solicitation, for the proposed contract as part of their proposals. Failure to submit an acceptable subcontracting plan may render an otherwise acceptable offeror ineligible for contract award.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

**CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) (NSWCCD)**

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this Solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated are set forth below and parallel the solicitation response called for in Section L of this Solicitation.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. The scores for each technical evaluation factor, weighted to reflect the relative importance of the factors, will be used to develop an overall technical score for the proposal.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror.

(ii) Proposals that are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis that could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(iv) Evaluation of Indirect Rates Applicable to Support Costs:

(1) The magnitude of the cost proposal will be derived by adding the proposed costs for CLIN 0001 (including the proposed fixed fee), the Not to Exceed (NTE) cost provided by the Government for CLIN

002 and the indirect costs proposed by the offeror to be applied to support and subcontract costs reimbursable under CLIN 0002 (as further described in the following paragraphs).

(2) If the offeror's DCAA approved accounting system includes the application of any indirect cost rates, those rates shall be specifically identified in the proposal together with an explanation of which direct costs such rates are applied to. For example, if the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee, this should be specifically stated in the cost proposal.

(3) If an offeror fails to identify an indirect cost rate in its proposal that would otherwise be applicable to one of the support and subcontract cost items, the contractor shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(4) Notwithstanding the fact that the Government will add proposed indirect cost rates to the NTE amount specified for CLIN 0002, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Instead, the contract will indicate that the NTE amount is inclusive of G&A and all other indirect rates identified by the offeror in its proposal and considered in evaluation of that offer.

(5) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

**(d) Competitive Acquisition Instructions.**

(1) As stated in FAR clause 52.215-1, "Instructions To Offerors--Competitive Acquisition" included in Section L of this Solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

**(e) Discussion/Final Proposal Revisions.** If, and only if, the Contracting Officer has decided to conduct discussions before awards and to establish a competitive range, the Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

**(f) Basis for Contract Award.** The basis for award of a contract(s) as a result of this Solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this Solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror or other than the offeror with the highest evaluation rating.

The contract(s) resulting from this solicitation will be awarded to the responsible offeror(s) whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(g) **Evaluation Factors.** The evaluation factors (other than cost or price) are listed below. All evaluation factors other than cost or price, when combined, are more important than cost or price. Factor 1 - Key Personnel Qualifications, is the most important Factor; Factor 2 – Corporate Experience, is less important than Factor 1, but is more important than Factors 3, 4, 5 and 6; Factors 3 – Management Approach, and 4 – Facilities/Capabilities, are of equal importance to one another, but are less important than Factors 1 or 2, and are more important than Factors 5 and 6; Factor 5 – Past Performance, is less important than Factors 1, 2, 3 and 4, but is more important than Factor 6. Factor 6 – Past Subcontracting Compliance, is the least important Factor.

Factor 1 - Key Personnel Qualifications

Factor 2 - Corporate Experience

Factor 3 - Management Approach

Factor 4 - Facilities/Capabilities

Factor 5 - Past Performance

Factor 6 - Past Subcontracting Compliance

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">CONFIDENTIAL</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">CONFIDENTIAL</div>	
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>				<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>	
a. PRIME CONTRACT NUMBER		<input checked="" type="checkbox"/>		a. ORIGINAL <i>(Complete date in all cases)</i> <span style="float: right;">DATE (YYYYMMDD)</span>	
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i> <span style="float: right;">REVISION NO.</span>	DATE (YYYYMMDD)
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER N65540-04-R-0001	DUE DATE (YYYYMMDD) 20031117		c. FINAL <i>(Complete Item 5 in all cases)</i> <span style="float: right;">DATE (YYYYMMDD)</span>	
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <u>N65540-01-D-0025 and 0026</u> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
COMPETITIVE					
<b>7. SUBCONTRACTOR</b>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
<b>8. ACTUAL PERFORMANCE</b>					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
VARIOUS U.S. NAVY SHIPS AND SHORE FACILITIES IN CONUS/OCONUS					
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  PROVIDE ENGINEERING, TECHNICAL, SKILLED LABOR, AND LOGISTICS SUPPORT FOR HULL, MECHANICAL, AND ELECTRICAL (HM&E) AND ELECTRONIC SHIP SYSTEMS					
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>		YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
b. RESTRICTED DATA	<input checked="" type="checkbox"/>			b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
d. FORMERLY RESTRICTED DATA	<input checked="" type="checkbox"/>			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(1) Sensitive Compartmented Information (SCI)			<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(2) Non-SCI			<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
f. SPECIAL ACCESS INFORMATION			<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
g. NATO INFORMATION			<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
h. FOREIGN GOVERNMENT INFORMATION			<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
i. LIMITED DISSEMINATION INFORMATION	<input checked="" type="checkbox"/>			k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>			l. OTHER <i>(Specify)</i>	
k. OTHER <i>(Specify)</i>					

12. **PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☒ Direct ☐ Through (*Specify*)

COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER, CARDEROCK DIVISION, SHIP SYSTEMS  
ENGINEERING STATION, 5001 SOUTH BROAD STREET, PHILADLEPHIA, PA 19112-1403 ATTN CODE: 9154

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

THE CONTRACTOR SHALL COMPLY WITH FAR CLAUSE 52.204-2 ENTITLED, "SECURITY REQUIREMENTS AND THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISOPM) IN ADMINISTERING SECURITY MATTERS INCIDENTAL TO THE PERFORMANCE OF THE REQUIREMENTS OF THE CONTRACT.

11C, CONTINUED: CONTRACTOR MAY RECEIVE CLASSIFIED MATERIAL E.G. DRAWINGS, COMPARTMENT LIST, ETC. AND MAY BE EXPECTED TO GENERATE CLASSIFIED INFORMATION. THE CLASSIFICATION MARKINGS SHOWN ON THE DOCUMENT SHALL PROVIDE THE CLASSIFICATION GUIDANCE NECESSARY.

11F, CONTINUED: CONTRACTOR EMPLOYEES MAY REQUIRE ACCESS TO U.S. CLASSIFIED INFORMATION ONBOARD U.S. NAVY SHIPS WHILE DEPLOYED OUTSIDE THE U.S. AND AT U.S. NAVAL BASES OVERSEAS.

PER OPNAVIST 5510.36, ALL NEWLY GENERATED TECHNICAL DOCUMENTS CLASSIFIED AND/OR UNCLASSIFIED WILL BE ASSIGNED A DISTRIBUTION STATEMENT.

IF AT ANY TIME THE CONTRACTOR IS IN DOUBT AS TO THE REQUIREMENTS FOR SAFEGUARDING, MARKING, TRANSMITTING, OR STORING CLASSIFIED MATERIAL, THEY ARE REQUIRED TO CONTACT THE INDIVIDUAL LISTED IN ITEM 16A FOR FURTHER GUIDANCE.

NOTE: CLASSIFIED OR UNCLASSIFIED MATERIAL WHICH IS MARKED "NOT RELEASABLE TO FOREIGN NATIONS" (NOFORN OR NF) MAY NOT BE RELEASED IN ANY FORM TO FOREIGN GOVERNMENTS, FOREIGN NATIONS, NON-U.S. CITIZENS, OR ANYONE REPRESENTING A FOREIGN GOVERNMENT OR PRIVATE INTEREST OR WITHOUT PERMISSION OF THE ORIGINATOR.

ALL NON-NUCLEAR WORK ON NUCLEAR POWERED SHIPS MUST BE COMPLETED IN STRICT COMPLIANCE WITH NAVAL SEA SYSTEMS COMMAND (NAVSEA) INSTRUCTION C9210.4A (THIS IS A CLASSIFIED INSTRUCTION WHICH, IF REQUIRED, MAY BE REQUESTED FROM THE INDIVIDUAL LISTED IN ITEM 16A).

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No  
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No  
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (*Include Area Code*)

d. ADDRESS (*Include Zip Code*)

Naval Surface Warfare Center, Carderock Division  
5001 South Broad Street  
Philadelphia, PA 19112-1403 Attn: Code 9154

e. SIGNATURE

17. **REQUIRED DISTRIBUTION**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR   |
| <input type="checkbox"/>            | b. SUBCONTRACTOR  |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR          |
| <input type="checkbox"/>            | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER                             |
| <input type="checkbox"/>            | f. OTHERS AS NECESSARY  |

# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. <b>A001</b>	2. TITLE OF DATA ITEM <b>TECHNICAL REPORTS, ANALYSIS, &amp; STUDIES</b>	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE <b>CI. Scope of Work</b>	6. REQUIRING OFFICE <b>NSWCCD-SSES</b>
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7. DD 250 REQ <b>DD</b>	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>5 DAC</b>	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
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8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>See Block 16</b>	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
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16. REMARKS <b>As required by Delivery Order</b>	<b>NSWCCD-SSES</b>	<b>1</b>	<b>1</b>	<b>1</b>
	<b>15. TOTAL</b>	<b>1</b>	<b>1</b>	<b>1</b>

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. <b>A002</b>	2. TITLE OF DATA ITEM <b>ENGINEERING DRAWINGS</b>	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) <b>None</b>	5. CONTRACT REFERENCE <b>CI. Scope of Work</b>	6. REQUIRING OFFICE <b>NSWCCD-SSES</b>
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7. DD 250 REQ <b>DD</b>	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>As Required</b>	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
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8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>See Block 16</b>	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
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16. REMARKS <b>As required by Delivery Order</b>	<b>NSWCCD-SSES</b>	<b>1</b>	<b>1</b>	<b>1</b>
	<b>15. TOTAL</b>	<b>1</b>	<b>1</b>	<b>1</b>

17. PRICE GROUP
TOTAL PRICE

1. DATA ITEM NO. <b>A003</b>	2. TITLE OF DATA ITEM <b>ALTERATION INSTALLATION SCHEDULE</b>	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE <b>CI. Scope of Work</b>	6. REQUIRING OFFICE <b>NSWCCD-SSES</b>
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7. DD 250 REQ <b>DD</b>	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>As Required</b>	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
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8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>See Block 16</b>	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
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16. REMARKS <b>As required by Delivery Order</b>	<b>NSWCCD-SSES</b>	<b>1</b>	<b>1</b>	<b>1</b>
	<b>15. TOTAL</b>	<b>1</b>	<b>1</b>	<b>1</b>

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. <b>A004</b>	2. TITLE OF DATA ITEM <b>ALTERATION MATERIAL STATUS REPORT</b>	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REF <b>CI. Scope of Work</b>	6. REQUIRING OFFICE <b>NSWCCD-SSES</b>
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7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>As Required</b>	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
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8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>See Block 16</b>	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
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16. REMARKS <b>As required by Delivery Order</b>	<b>NSWCCD-SSES</b>	<b>1</b>	<b>1</b>	<b>1</b>
	<b>15. TOTAL</b>	<b>1</b>	<b>1</b>	<b>1</b>

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
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